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☞ Details: Proposed Audit: Information Technology Systems Projects in State Agencies

(FORM UPDATED: 08/11/2010)

WISCONSIN STATE LEGISLATURE ... PUBLIC HEARING - COMMITTEE RECORDS

2005-06

(session year)

Joint

(Assembly, Senate or Joint)

Committee on Audit...

COMMITTEE NOTICES ...

- Committee Reports ... **CR**
- Executive Sessions ... **ES**
- Public Hearings ... **PH**

INFORMATION COLLECTED BY COMMITTEE FOR AND AGAINST PROPOSAL

- Appointments ... **Appt** (w/Record of Comm. Proceedings)
- Clearinghouse Rules ... **CRule** (w/Record of Comm. Proceedings)
- Hearing Records ... bills and resolutions (w/Record of Comm. Proceedings)
 - (**ab** = Assembly Bill) (**ar** = Assembly Resolution) (**ajr** = Assembly Joint Resolution)
 - (**sb** = Senate Bill) (**sr** = Senate Resolution) (**sjr** = Senate Joint Resolution)
- Miscellaneous ... **Misc**

* Contents organized for archiving by: Stefanie Rose (LRB) (September 2012)

Record of Committee Proceedings

Joint Legislative Audit Committee

Proposed Audit: Information Technology Systems Projects in State Agencies

April 5, 2006

PUBLIC HEARING HELD

Present: (9) Senators Roessler, Cowles, Miller and Lassa;
Representatives Jeskewitz, Kaufert, Kerkman,
Travis and Cullen.

Absent: (1) Senator S. Fitzgerald.

Appearances For

- None.

Appearances Against

- None.

Appearances for Information Only

- Janice Mueller, Madison — State Auditor, Legislative Audit Bureau
- Kate Wade, Madison — Legislative Audit Bureau
- Sean Dilweg, Madison — Executive Assistant, Department of Administration
- Matt Miszewski, Madison — Chief Information Officer, Department of Administration

Registrations For

- None.

Registrations Against

- None.

April 5, 2006

EXECUTIVE SESSION HELD

Present: (6) Senators Roessler, Cowles and Lassa;
Representatives Jeskewitz, Kaufert and
Kerkman.

Absent: (4) Senators S. Fitzgerald and Miller;
Representatives Travis and Cullen.

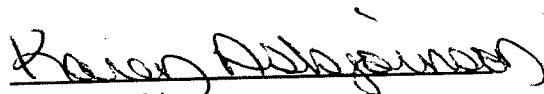
Moved by Representative Jeskewitz, seconded by Senator Roessler, that **Proposed Audit: Information Technology Systems Projects in State Agencies** be approved according to the scope statement dated March 22, 2006 prepared by the Legislative Audit Bureau.

Ayes: (6) Senators Roessler, Cowles and Lassa;
Representatives Jeskewitz, Kaufert and Kerkman.

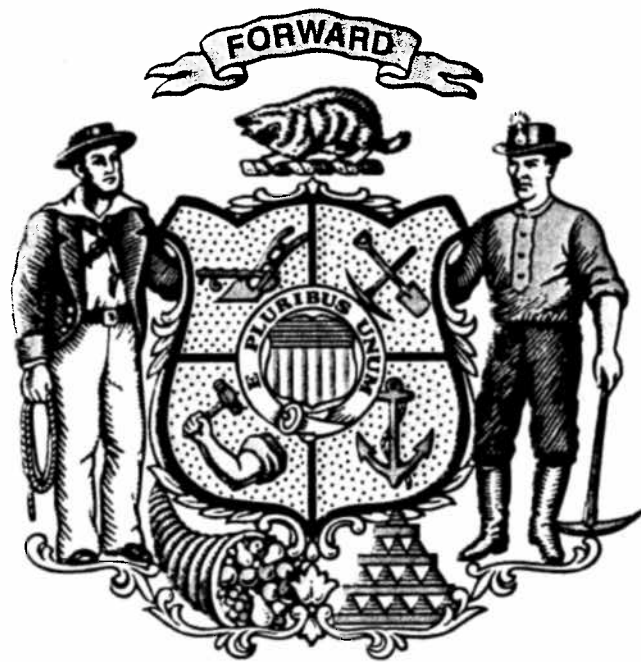
Noes: (0) None.

Absent: (4) Senators S. Fitzgerald and Miller;
Representatives Travis and Cullen.

ADOPTION RECOMMENDED, Ayes 6, Noes 0



Karen Asbjornson
Committee Clerk



Vote Record

Joint Legislative Audit Committee

Date: 4-5-06
Bill Number: IT
Moved by: Jeskewitz Seconded by: Roessler
Motion: _____

<u>Committee Member</u>	<u>Aye</u>	<u>No</u>	<u>Absent</u>	<u>Not Voting</u>
Senator Carol Roessler Co-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Representative Suzanne Jeskewitz Co-Chair	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senator Robert Cowles	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Senator Scott Fitzgerald	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Senator Mark Miller	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Senator Julie Lassa	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Representative Dean Kaufert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Representative Samantha Kerkman	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Representative David Travis	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Representative David Cullen	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>
Totals:	<u>6</u>	<u>4</u>	<u>4</u>	<u>1</u>

Motion Carried Motion Failed



February 20, 2006

Representative Suzanne Teskevitcz
Wisconsin State Assembly
Room 314 No. - State Capitol - Box 8952
Madison, Wisconsin 53708-8952

Dear Representative Teskevitcz:

Recently I read that you and Senator Roessler, and I believe Senator Coules are the driving force in having a complete review and audit of the Information Technology (IT) system for the state government of Wisconsin. I believe this problem runs deeper than may now be thought. I am solidly acquainted with the IT system used by the students and faculty at Univ of Wisc - River Falls. In using the Computers at the Computer Center and the library and are obtaining information on a particular website this website will just kick out and the Computer screen will return to the Univ of Wisc - River Falls website page. This is not a complete
(over)

breakdown in IT service but a nuisance and inconvenience - and a time waster. especially so for students who are trying to get their studies and coursework done. This has been going on for a long long time and nothing is done to correct this situation. Also when a computer is out of order it can take weeks to have it fixed. And there is not an unlimited number of computers. Apparently the IT maintenance dept cannot properly maintain and repair the system itself and the computers when out of order. not a good situation

This is why I think there just may not be well qualified, well trained, and dedicated IT staff employed by the state to keep these things in excellent working order. It appears there are way too many less qualified, not motivated state employees employed by the state, but unable to perform work at a high enough level to be of real value. I'm trying up all this money paying the less qualified, and no financial resources to hire and pay the more well qualified. That is why I think there needs to be a much deeper audit and review of how the state govt operates and what it is. And these lower qualifications breeds the bad conduct of the elected legislators that the state is now dealing with

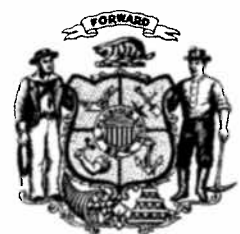
Thank you

Sincerely,
Ben Dotson

1722 E. 1ST DRIVE
MESA, AZ 85201



WISCONSIN STATE LEGISLATURE





February 22, 2006

The Honorable Suzanne Jeskewitz
Room 314 North, State Capitol
P.O. Box 8952
Madison, WI 53707-7882

Re: Legislative Audit – UW System Human Resource Software Contract

Dear Representative Jeskewitz:

As a Wisconsin taxpayer and CEO of Skyward, Inc., a Wisconsin-based software development company that provides human resource and payroll software to K-12 school districts across the country and internationally, I was shocked and dismayed by an article that appeared in the February 4th edition of the Milwaukee Journal Sentinel regarding the University of Wisconsin's recent purchase of a *\$25 Million* human resource database system – a system which, according to newspaper accounts, does not work, and worse, may require an additional \$23 Million before it does work. This simply is a travesty. What makes this matter more troubling from my perspective is that it was entirely preventable if the State/UW System had adopted industry-standard protections during the procurement process.

Although our company focuses on K-12 schools, my twenty-five plus years of experience in the field of developing and installing payroll and human resource software allows me to opine that the functional differences of payroll software for a university system compared to a large K-12 school district is relatively minimal. As such, cost comparisons can be made between the two. To illustrate, Skyward recently sold its human resource and payroll software to the Jordan, Utah School District - the 41st largest K-12 school district in the nation (Jordan serves 75,000 students and they have 7,400 employees). The portion of Skyward's proposal that represents human resources and payroll costs was less than \$400,000 (compared to the \$25,000,000 the University spent thus far on software). This \$400,000 included all the conversion, training and implementation fees.



State taxpayers and the UW System have already paid an unprecedented amount for software that reportedly does not work. However, what I find even more incredible is that the State and UW System is considering spending an additional \$23 Million on the same software. If anything, I hope that all parties involved, including the UW System, Legislators and the Legislative Audit Bureau, investigate this matter thoroughly and consider all available options, including legal ones.

The University System (and all other State agencies) can and must prevent a repeat of what has happened with this particular software contract by implementing a few "basic" procedures prior to awarding future software contracts. In short, there was no need for State taxpayers to have had to absorb this loss. Therefore, I offer the following thoughts and suggestions regarding the procurement of this particular software as well as with respect to future software purchases:

1. The UW System presumably issued a Request for Proposals ("RFP") which defined the functionality sought in the software system. Attached is an example of an RFP response that Skyward submitted for the Jordon Utah opportunity (EXHIBIT A).
2. The UW System presumably invited multiple vendors to respond to the RFP. I include a sheet that shows the comparative prices of seven vendors (EXHIBIT B) that responded to an RFP for the Racine Unified School District. Note that even though Skyward was almost half the price of the vendor called "Wis Schools", Racine still awarded Wis Schools the business. You should be aware that the vendor called "Wis Schools" is a consortium of schools, headed by Madison Metropolitan School District, that we understand are promoting the Lawson product - the very product that is being audited in connection with the UW System software project.
3. Each vendor should have responded to each line item in the RFP, therefore, a clear and competitive picture of expectations should be available. You will note that the required specifications and questions in the attached RFP are very detailed. The UW System as well as the Legislative Audit Bureau should be able to evaluate if the software met the specified requirements. If not, there should be some financial recourse for the State.
4. The software vendors, including Lawson, should have held a demonstration of the software for the UW System staff to evaluate. Written evaluations of this demonstration should be available for review. It may be prudent for the Audit Bureau to review these evaluations to see if the software received was actually the software that was demonstrated.
5. UW System should have a report of "on-site" visits by the vendor to organizations similar in size to the UW that are successfully using this particular software system that the UW System has purchased. It may be that the UW System is not the only entity that has had difficulty in getting this software to operate. A review of the sites where the vendor implemented its software may possibly indicate that others have faced similar problems.

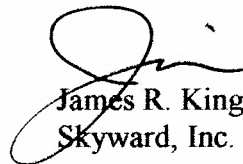


6. Finally, UW System should have initiated a "pilot" project to get a "first hand" view of the system before it committed to the entire purchase. If a "pilot" was not feasible then the UW System should have requested the vendor to sign a "performance agreement" with specific "benchmarks." This is common-place in the software industry. If a "pilot" was run, it may be worth evaluating why the "pilot" was successful, while the roll-out of the full system was not. If there is a "performance agreement," then their may be grounds for contesting performance.

Understand that all of the procedures and/or safeguards noted above are industry-wide standards for organizations purchasing a major software system. These procedures are designed to protect customers from exactly what the UW System and Wisconsin taxpayers are now facing with the possible expenditure of almost \$50 Million for a computer software program. In light of the scarcity of public financial resources, the rising cost of education as well as the procedural and contractual safeguards available, I question the prudence of the cost of the original software as well as of the on-going efforts to get the system operational. Thus, I was very pleased to see thoughtful politicians like you, Senator Roessler and Representative Jeskewitz looking into these kinds of wasteful expenditures by state agencies that simply cannot and should not be wasting taxpayer money.

Thank you for allowing me to provide you with input regarding this matter. If I can be of further assistance or if you would like to discuss this matter personally, please feel free to contact me at (715) 341-9406.

Sincerely,



James R. King, CEO
Skyward, Inc.

Cc: Sen. Robert L. Cowles
Sen. Carol A. Roessler
Janice Mueller

PRELIMINARY TABULATION - BUSINESS INFORMATION SYSTEM - BID #B06-526

PER PRICING MATRIX RESPONSES, *ACTUAL PROJECT TOTALS MAY VARY

	INFORM DESIGN	TYLER MUNIS	ORACLE	SKYWARD	SUNERGY	SUNGRD BI-TECH	WIS SCHOOLS
Description	\$20,000.00	\$13,500.00	\$815,376.00	Included in SFT MOD \$	\$23,400.00	N/A	\$28,894.00
Software Modules	\$352,755.00	\$781,700.00	Included in DESCR. \$	\$358,112.00	\$75,953.00	\$287,286.00	\$340,010.00
Implementation	\$26,640.00	\$131,400.00	\$2,322,000.00	\$5,813.00	\$103,580.00	\$349,500.00	\$483,600.00
Customizations	\$55,625.00		\$762,000.00		N/A	\$104,400.00	
Conversion	\$36,000.00	\$56,300.00	Included in IMPLM \$	\$4,266.00	\$25,380.00	\$63,000.00	
Training	\$60,950.00	\$191,000.00	\$229,875.00	\$76,025.00	\$26,365.00	\$76,050.00	\$36,240.00
Miscellaneous	\$141,597.00	\$224,206.00	\$446,901.00	\$102,078.00	\$47,250.00	\$185,280.00	\$154,309.00
GRAND TOTALS*	\$693,567.00	\$1,398,106.00	\$4,576,152.00	\$546,294.00	\$302,428.00	\$1,065,516.00	\$1,043,053.00
Notes:	Cleanup Vendor: TBD. Additional pricing included with response.	Customizations are not stated. Cleanup Vendor list: RUSD. Balance Sheet Conversion: TBD.	Continuing Training cost: Varies. Training Aids: Varies. See detailed Pricing Matrix form for information on annual maintenance cap and Upgrade costs and frequency.	Report Development: \$140/hr. Payroll interface: Not Available. Customizations: Available upon further discussion, rates: \$140/hr. Cleanup Vendor list: \$140/hr. Create Chart of Accounts: N/A. No fee for upgrades, two per year.	Benefits: assume this means payroll. Customizations: N/A. Continuing Training: to be provided by Wipfl as needed. Training Aids: included (see detail line item). See notes for break down of rates used, estimates and discount provisions.	Description: N/A. \$ based on module bases. Upgrade costs and Frequency: Included w/Annual Maint. Optional ASP Services: \$10,250/month.	Description: Monthly hosting fee during conversion (est. 8 month @ \$7500/month). Monthly hosting fee for production, based on \$1/student/month. Customizations: Not stated. Conversion: Not stated. RUSD programmer to format files per direction... Training: Ongoing trng to be provided by RUSD.
For itemizations of each category, see individual Vendor's response. (Details will vary.)							

Exhibit B

JORDAN SCHOOL DISTRICT

Exhibit A

REQUEST FOR PROPOSALS

COMPREHENSIVE K12 ADMINISTRATIVE
COMPUTER SYSTEM RFP #01RF5P

RELEASED: 7/12/2004

DUE: 8/25/2004

SUBMIT PROPOSALS TO:
JORDAN SCHOOL DISTRICT
ATTN: RICHARD FIELD, CHIEF PROCUREMENT OFFICER
9150 SOUTH 500 WEST BUILDING #1
SANDY, UT 84070

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COMPREHENSIVE K12 ADMINISTRATIVE COMPUTER SYSTEM RFP #01RF5P

JORDAN SCHOOL DISTRICT

1.0 INSTRUCTION TO VENDORS

This section will provide necessary information for vendors to qualify as legally "responsive" to this Request for Proposal (RFP). This section should be studied carefully before attempting to respond so that proposals are not rejected on a minor technicality that could have been avoided.

1.1 NOTICE FOR INVITING PROPOSALS

Notice is hereby given that Board of Education of the Jordan School District (JSD) of Salt Lake County, is issuing a Request for Proposal for a Comprehensive K12 Administrative Computer System for the Jordan School District. JSD hereby invites you to submit a Proposal according to the terms and procedures defined herein no later than 4:00PM MDT, Wednesday, 8/25/2004, directed to Richard Field, Chief Procurement Officer at Purchasing Department, Room 103, Building #1, 9150 South 500 West, Sandy, Utah 84070 as per the specifications on file with Purchasing Department, Room 103, Building #1.

1.2 PURPOSE

Jordan School District implemented a comprehensive integrated computer system supporting district-wide administrative applications including Student, Business, and HR/Payroll over ten years ago. The system was purchased from Unisys/Delta Management Systems and runs on a proprietary relational database engine and programming language on top of a UNIX operating system. The Student system is District-centric with school-based distributed servers at 23 middle and high schools. JSD has owned the source code from the beginning and has added numerous extensions and enhancements to the system without impacting the core architecture of the system. While the functionality of the system in all areas remains strong and stable, the District has determined that all of the modules will need to be replaced with more current and supportable technologies. There are several underlying goals/principles in this RFP:

- The District prefers a single-platform and desires a single vendor solution, though multi-vendor solutions in partnership for system integration will also be considered;
- The District also desires a complimentary toolset for development of ancillary integrated applications to the core system modules such that additional data elements and/or data sets can be added, input screens modeled after the core system inserted and reports and queries can be developed that are seamless to the end users but that do not alter the logic of the source code in the core system. The core system security features must also integrate with all of these ancillary applications as well ;

- In addition to the toolset described above, deliverable functionality in the three major system areas—Student, Business, HR/Payroll—is the primary focus of this RFP;
- The implementation will be a careful migration away from the legacy systems and the vendor's implementation plan and resources will be a significant factor in the evaluation process.

Application modules (subsystems) are categorized as REQUIRED, DESIRED, and OPTIONAL. It is anticipated that JSD will award most, if not all, subsystems defined as REQUIRED. Subsystems defined as DESIRED or OPTIONAL will be considered in the overall cost valuation, but may not be purchased as part of the initial award.

1.3 REJECTION OF PROPOSALS

JSD's Board of Education reserves the right to reject any or all proposals or any part of each proposal or to waive any non-statutory informality. The District further reserves the right to make the contract award deemed by the Procurement Officer of the District to be in the best interest of the District. The final award and contractual agreement may include all or portions of the components included in the RFP as determined by the Evaluation Committee.

No Vendor may withdraw its check, Bid Bond or proposal for a period of **one hundred eighty (180) days** after the opening thereof. For any products or services not included in the initial contract award, vendor agrees to hold prices as proposed for one year following the initial award unless mutually agreed otherwise in the negotiated final contract.

1.4 PARTIAL/JOINT PROPOSALS

JSD is interested in a complete and integrated solution. It is preferred that all software products and related services be channeled through a single vendor and all aspects of the project coordinated and managed by that vendor. When third party products or services are used, they should be subcontracted or purchased through the selected vendor. When this is not possible, there must be an established contractual relationship between the vendors and contract cross-referencing for this project. It is most important that those modules or subsystems classified as REQUIRED come from a single source or at least a tightly integrated multiple source solution, at least within the two major categories of Student applications and Business applications. Those applications classified as DESIRED are either those that may be provided as integrated third-party solutions to specific application areas or are applications for which a purchase decision may be deferred to a later phase depending on budget and resource constraints. OPTIONAL applications are less critical to be from a single source, but still strongly preferred. As indicated elsewhere, the intent is to find the best mix of products that share a common toolset and platform so that JSD technical resources can support whatever is purchased.

For hardware, any new hardware is preferred to be purchased through the primary vendor. However, the District reserves the right to purchase hardware from its own sources if in the best interest of JSD. For this reason, the vendor must include sufficient hardware specifications for a recommended hardware platform that JSD can purchase said hardware from other sources. Furthermore, the vendor must guarantee the performance of the specified hardware and approve both the initial order and the diagnostic testing once installed.¹

¹ As part of the specifications, vendor must include any additional diagnostic or performance testing requirements to be included as part of the hardware delivery requirements for JSD hardware procurement(s).

1.5 COOPERATING VENDORS

The submitting vendor may have a relationship with other vendors participating in this project which must be disclosed. There are four categories of vendors and the submitting vendor may use one or all four types to complete the project:

A. SUBCONTRACTOR

A subcontracting vendor will be under the complete responsibility of the submitting vendor and must be covered by the same terms and conditions of the final agreement between the District and the awarded vendor.

B. JOINT PROPOSALS

A joint proposal vendor will submit a separate RFP Response and be subject to all the same evaluation process and criteria as the partner vendor. However, the joint proposing vendor must cross reference the partner vendor(s) with which they will participate and must be cross referenced by the target vendor(s). The vendors must have an independent contractual relationship and agree to cooperate as partners for this project. Nonetheless, joint vendors are not responsible for the performance of their partner vendor(s) and there will separate contracts, with cross referencing, with the District.

C. MATERIALS VENDOR

Any vendor supplying materials only under this project would not be subject to the terms of the final agreement except that the performance of the submitting vendor is dependent on the performance of the materials supplied. Payment is made through the submitting Vendor and not directly to the materials vendor.

D. THIRD PARTY VENDOR

A third party vendor is a "pass through" vendor whose products are required as part of the proposed solution but requires a direct license between the 3rd party and the District. However, initial payment will be subject to Acceptance as defined herein but on-going maintenance and support after any initial warranty period may be contracted for and paid directly to the 3rd party by the District. Vendor must maintain the relationship with the 3rd party vendor for the term of the agreement or provide appropriate substitute products (at no additional cost to the District) that ensure the continued performance of the proposed solution at the District.

1.6 RFP COMPLIANCE, FORMS, AND CERTIFICATES

JSD requires certain legal forms and affidavits to be included with the Proposal which will become part of the Final negotiated agreement. Where possible, forms are provided in the attached RFP Response Forms. If specific forms are not provided, vendors may submit their own forms.

1.6.1 COOPERATING VENDORS [RF0]

A full disclosure of all 3rd party relationships must be disclosed in Response Form RF0. This must include any subcontractors the vendor intends to use in this project, suppliers of any 3rd party software and/or services required to support the proposed vendor software (whether it is licensed through the vendor or directly with the 3rd party), and any other parties that will be involved in the project.

1.6.2 *ACKNOWLEDGEMENT OF INDEMNIFICATION AND INSURANCE REQUIREMENTS [RFI]*

There are certain indemnifications and insurance provisions which must be included in the final agreement(s) with the District and this form simply acknowledges that the vendor has read and understands these requirements.

The vendor shall maintain Workers' Compensation Insurance as required by statute and shall submit a certificate of such insurance with its proposal response.

JSD requires the following levels of coverage:

General Liability including personal injury and property damage in the amount of \$1,000,000;

Errors and Omissions in the amount of \$1,000,000;

Automobile Liability, all automobiles, in the amount of \$1,000,000 for combined single limit.

Vendor must provide a certificate of insurance compliance within 15 calendar days after Notification of Award. Proof of liability insurance shall be by means of an endorsement stating that the Jordan School District is an additional insured under the liability policy. The District shall be listed as additional insured on all certificates of insurance and must be notified (not "will endeavor to notify") 30 days in advance of insurance cancellation or termination. Certification to be submitted to Richard Field, Chief Procurement Officer, RFP #01RF5P, Jordan School District, 9150 South 500 West, Sandy, UT 84070.

1.6.3 *NON-COLLUSION AFFIDAVITS [RFI]*

Affidavits are required to be completed by the VENDOR and by all Sub-Contractors declaring that the proposal is in all respects fair and without collusion or fraud.

1.6.4 *AFFIDAVIT OF CONFIDENTIALITY AND INDEMNIFICATION AGREEMENT [RFI]*

Vendors may designate selected portions of their proposal not on the supplied Microsoft EXCEL response forms as confidential, such as financial statements and proprietary information not publicly disclosed about their products. Any portion of the proposal which is to be held confidential should be included in a separate document and clearly marked as such. Items such as the price offering may not be designated as confidential. The final decision as to any materials that will be held confidential will be made by the Chief Procurement Officer. However, if a claim to release the confidential portion is made under the Utah Public Records Act, the District will notify the vendor of such a claim but will not defend the vendor's rights to privacy.

1.7 BONDS

Only bonds issued by companies which are rated "A-" or better in the "Best Rating Guide", "The Best Key Rating Guide to Property Casualty Companies", and/or rated in the "Federal Register Circular 570" 1984 Revision (or most recent addition) will be accepted. Failure to submit acceptable bonds will be cause of rejection of bid.

Attorneys-in-fact who sign bonds or payment bonds and performance bonds must file with each bond a certified and effective dated copy of their power of attorney.

The following bonds, where applicable, are required:

1.7.1 *BID BOND*

Vendors must include a Bid Bond from a qualified surety or a cashier's check as described below with their RFP Response. The cost for this must be included as part of the total price and not charged separately.

A cashier's check, certified check or bid bond made payable to the Jordan School District in the amount not less than five percent (5%) of total first year costs for all proposed software, installation and training for REQUIRED systems only **must** be included with the proposal.

Said check or bond shall be given as a guarantee that the successful Vendor will enter into good faith negotiations for the products and services described in the proposal and negotiate contract(s) in accordance with the terms of the submitted proposal. In the event the Vendor to whom the contract is awarded fails or refuses to negotiate in good faith and execute the contract(s) required within thirty (30) days from the date of receiving written notification that it is a Finalist Vendor, JSD may declare the Vendor's bid deposit or bond forfeited as damages caused by the failure of the Vendor to enter into the required contracts, and may recommend entering negotiations with any of the remaining Vendors involved in the process.

1.7.2 *PERFORMANCE PAYMENT/PROJECT BOND*

The successful Vendor(s) will agree to the terms substantially consistent with the Acceptance and Payment provisions as described in section 1.19 DELIVERY, ACCEPTANCE AND PAYMENT, and provide a Project Bond for all subsystems NOT completed (called Projects) prior to the close of the Acceptance Period. If at the close of the acceptance period, there are undelivered projects or projects not completed; vendors will be required to provide performance bonds only for items not accepted. A Project Bond is defined as a cashier's check made payable to the Jordan School District for an amount, as determined by the District, equivalent to the value of the uncompleted item or component. As each project is completed, the Bond (or check) may be reduced to the amount of the uncompleted balance of Projects after the Project has been through a 30 day Acceptance Period for testing.

1.7.3 *LABOR AND MATERIALS PAYMENT BOND*

VENDOR, at its sole expense, at the time of execution of the Contract, shall deposit with the District a Labor and Materials Payment Bond issued by a surety acceptable to the District and naming the District as the sole beneficiary of an amount equal to fifty percent (50%) of this Contract's total price in the event VENDOR fails to pay its employees, Sub-Contractors, material men, or others supplying VENDOR with labor or materials under this Contract. Said

bond shall also require such surety to defend the District against any claims or causes of action arising out of VENDOR's said failure to pay, whether such claims or actions are instituted before administrative, quasi-judicial, or judicial bodies.

1.8 CONFIDENTIALITY

The submitted proposals and Response Forms are public records subject to public disclosure pursuant to the provisions of the Public Records Act. However, the Vendor must sign and submit the Affidavit of Confidentiality and Indemnification Agreement, Form RF1, asserting the confidentiality of the financial information contained on Response Forms RF2 and associated attachments, and agreeing to indemnify, defend and hold harmless the District from a liability or expense in connection with the defense of any court action seeking to challenge the District's decision not to disclose such documents. The District will notify the Vendor of any public request for disclosure of such documents.

1.9 PROPOSAL FORMAT

Vendors shall use the RFP Response Forms provided and mirror the format described herein. The use of other forms may be cause for rejection of proposals. Every effort has been made to make the entry of this information as straightforward as possible, but in a format that can be fairly evaluated for inclusion in the RFP and in Needs Assessment priority order. It is the intent of this RFP and the Response Forms to ascertain full and complete disclosure of all costs related to the successful implementation of the products and systems requested. If there are additional costs or requirements which are not covered in the forms and formats provided, it is the Vendor's responsibility to present that information during the Proposal Window (the time following RFP release and the date the RFP Responses are due). Failure to disclose any of these costs in the RFP Response may constitute disqualification and/or forfeiture of the Bid Bond.

All proposals should be submitted in the following format to enable JSD to fairly evaluate and compare all proposals. Failure to follow this format may constitute disqualification from consideration.

Section 1.0 EXECUTIVE SUMMARY

Vendors are asked to outline briefly the entire scope of the proposal and key elements to which readers should pay particular attention.

Section 2.0 VENDOR PROFILE

Vendors may describe in narrative form the nature and history of their company, relationships with other vendors if proposing jointly, etc.

Section 3.0 LEGAL SPECIFICATIONS

Vendors may wish to clarify their responses on the Legal Specifications RFP Response Form Checklist and their policies with respect to contract negotiations. A blanket rejection of all JSD Legal Specifications in lieu of Vendor standard contract forms will deem a Vendor as non-responsive and may remove them from consideration.

Section 4.0 SOFTWARE SPECIFICATIONS

Vendors are free to outline and summarize their software proposals in narrative form. Specific exceptions to JSD specifications should be described and justified here as well as any additional information the Vendor feels relevant to their offering. The

paragraphs should be numbered according to the systems being described and corresponding to the RFP Price Forms so that there is no confusion in terminology.

Section 5.0 **HARDWARE SPECIFICATIONS**

The cost of bringing the District's technical infrastructure up to a level to be able to support the proposed applications will be added to the vendor's proposal even if no hardware is proposed. IN ALL CASES, HARDWARE SPECIFICATIONS MUST BE PROVIDED FOR SERVERS, WAN/LAN PROTOCOLS AND BANDWIDTH, AND DESKTOP WORKSTATIONS AND INCLUDED IN RF5. The District will estimate the cost of bringing the current environment (described in Section 2 of this RFP) to meet Vendor specifications and add that cost to the Vendor's proposal. Vendors must include the cost of inspection and verification of the hardware environment in their Setup/Configuration costs in Response Form RF5.

Section 6.0 **IMPLEMENTATION PLAN**

Vendors must outline the entire project planning and management, data conversion, implementation, and training proposal in paragraphs corresponding to those in section 6 of the RFP. Pricing for these services must be included in the RFP Price Forms.

Appendixes

Vendor sample contracts
Vendor system brochures

RFP Response Forms:

The only official response to this RFP is what is submitted on the electronic RFP Response form included with this proposal. Ancillary and supplemental comments will be considered in the evaluation, but cannot substitute or contradict responses put in the forms.

RF0 **Designation of Names**

This is the official signature page for the RFP Response and where relationship with other vendors is identified and defined. It also includes a checklist to help ensure that all required elements of the RFP are included with the proposal.

RF1 **Required Forms and Certificates**

This is an EXCEL document on which Vendors can enter the required information necessary to comply with the submission requirements of this RFP. They should be printed and signed as appropriate and included with the printed (hard copy) versions of the proposal.

RF2 **Vendor Profile Form**

Included in the RFP Response Forms packet is a section with specific questions about the Vendor. The answers to these questions will help JSD assess the Vendor's qualifications to deliver the proposed systems.

RF3 **Legal Specifications Checklist**

Included in the RFP Response Forms packet is a checklist of all of JSD's required legal clauses and a box to indicate Vendor acceptance or alternate proposal. If an alternate is proposed, exact language must be attached immediately after the checklist pages.

RF4 **RFP Price Form - Software**

The RFP Price Form is the only place on which Vendors may officially supply price and product/part number information. In Section 4 of this RFP the various columns and fields of the form are explained in detail. PLEASE NOTE THAT ONLY THE PRICING ENTERED ON THIS FORM WILL BE CONSIDERED IN THE EVALUATION AND PRICE COMPARISON. ANY PRICING OR CAVEATS ENTERED INTO THE NARRATIVE SUBMISSIONS OF THE RFP RESPONSE, SUCH AS THE EXECUTIVE SUMMARY, WILL NOT BE CONSIDERED.

RF4a **Feature/Function Checklist**

Some of the screens, reports, and special computational and file maintenance routines associated with each system have been identified along with a Value Rating to indicate importance to JSD. Vendors must indicate compliance and if their system's functionality is different from that which is described in the feature Description and the JSD Catalog of Forms and Reports (if applicable), they must include alternate specifications immediately following that page of the form. Any additional Feature/Functions not specified may be submitted by the Vendor, preferably in similar format for consideration as Bonus features.

RF5 **RFP Price Form - Hardware**

The RFP Price Form is the only place on which Vendors may officially supply price and product/part number information. A detailed explanation of the rules pertaining to the completion of this form is found on the header page immediately preceding the forms.

RF6 **Implementation Plan**

The implementation of the proposed system will depend on the time of year and the District business cycle and the way in which the various modules must interact. While it is the District's intent to select and award the entire system at the conclusion of the evaluation process, it is expected that Phase 1 will be the implementation of the Student System applications which will also include the setting up of the platform environment and learning the toolset for the selected product(s). Phase 2 will likely not begin for 12 months or more after the initiation of Phase 1, since JSD's IS resources will not be able to support parallel implementations of both Student and Business applications. Consideration must also be given to the migration off of the legacy applications and passing data between them and the new applications until all of the new applications are in full operation. Vendors are asked to identify their recommended implementation plan based on the tentative award date specified herein and their assessment of the District's resources and their own experience. The phasing and grouping of modules should be identified as well as a rough definition of the timeline and District resource requirements on the EXCEL form provided.

1.10 PROPOSAL SUBMISSION

Five (5) copies of the proposal in addition to a CD containing the electronic RFP Response Forms are required. All copies should be labeled as follows:

Copy 1: ORIGINAL

Copy 2: Jordan School District

Copy 3: EVALUATION 1

Copy 4: EVALUATION 2

Copy 5: EVALUATION 3

Include in Copy 1 all originals, but insure that additional copies include all exhibits. The printed proposal should be submitted in three-ring, loose-leaf binder form. Vendors are also required to submit the RFP Response Forms, in the electronic format provided, with Copy 3 – EVALUATION 1. The Feature/Function Checklist, RF4a, need only be submitted in hard copy in the Original (Copy 1) and Jordan School District (Copy 2).

All data shall be clearly and legibly written, preferably typewritten, except for signatures. Signatures must be made in the appropriate spaces in compliance with legal requirements. Changes or erasures must be initialed by the individual signing the proposal. All blank spaces provided must have entries.

Proposals must be received in **sealed envelopes or containers** clearly showing the Vendor's company name, address and JSD's RFP Description and Reference Number RFP #01RF5P. No proposals may be withdrawn after public opening. The check or Bid Bond required shall be given as a guarantee that the successful Vendor will enter into the following contracts; as appropriate: Purchase Agreement for Computer Systems (Hardware, Software, Data Conversion, Installation and/or Training); Maintenance Agreement for Computer Hardware; Support Agreement for Computer Software. The check or Bid Bond is also given as a guarantee that the statements and information contained in the proposal are true and correct.

The opening of the proposals will not be a public event, but will be conducted by the Chief Procurement Officer or appointee which will immediately inspect and take inventory of all submissions to be sure are submission requirements are meant. The Original Copy of the Proposals will remain in tact exactly as submitted, including the Bid Bond or cashier's check and stored in the vault. The remaining copies will be distributed to respective RFP Steering Committee members for evaluation.

1.11 VENDOR CONDUCT

During the RFP Window (from release of this RFP to Final award), Vendors are not permitted to contact any JSD employees or members of the Board of Education unless at the request of JSD's designated contact person, Richard Field, Chief Procurement Officer. No gratuities of any kind will be accepted, including meals, gifts, or trips. Violation of these conditions may constitute immediate disqualification.

1.12 PROPOSAL CONFERENCE

There will be an interactive, web-based Proposal conference at 11:00AM MDT on Monday, 7/26/2004 at which questions regarding the RFP, evaluation, technical information, and the response forms will be answered. There will be a detailed overview of the entire process. Vendors are strongly urged to participate, since questions subsequent to the conference (except for assistance in completing the

electronic forms) must be submitted in writing and will be answered in writing to all vendors. The fee to participate in the conference is \$30 per connection to be paid by Vendors and requires pre-registration, a phone, and a current version of Microsoft Internet Explorer or Netscape browser software on a Windows (not Macintosh) platform. For pre-registration, please contact Michael Heaps at (801) 567-8271.

1.13 QUESTIONS REGARDING THIS RFP

Any technical questions concerning the requirements presented, scope of work or additional information should be directed to Michael Heaps at (801) 567-8271 (or Michael.Heaps@jordan.k12.ut.us). For assistance with the electronic response forms, vendors may contact the District's consultant, Dennis Vlasich of Kerry Consulting Group at (909) 621-6469 or dvlasic@askerry.com. Following the web-based Vendor Conference, all questions should be submitted in writing via email to computersystemrfp@jordan.k12.ut.us. The District will distribute copies of the question and response to all active and registered Vendors via email. Prior to the web-based Vendor Conference, Vendors should save questions to be asked during the conference so that all interested Vendors will hear the questions and the answers. Questions following the web-based Vendor Conference must be submitted prior to 8/18/2004.

1.14 CONTRACT DOCUMENTS

1.14.1 PURCHASE AGREEMENTS

Certain contract language acceptable to JSD for the purchase of all items specified in this RFP is detailed in Section 3.0 and the Appendixes related thereto. No terms or conditions can be added or changed by Vendors after the proposals are received by JSD. Attempts to change the terms or conditions specified after the proposals are received by JSD may cause a proposal to be rejected as non-responsive.

1.14.2 MAINTENANCE/SUPPORT AGREEMENTS

Vendors are required to submit contracts for maintenance or support of all proposed items as required herein for JSD review. Terms or conditions must be consistent with those specified for the Purchase Agreements as reflected in the Legal Specifications in Section 3.0. JSD desires a single source for all on-going support. If there are multiple vendors involved, either through joint proposals or Sub-Contractor provisions, there must be a provision for one vendor to be the primary source for all support such that cooperating vendors can be dispatched by the primary maintenance/support provider. Costs for this provision must be included in the proposed price for maintenance/support specified herein.

1.15 EVALUATION

JSD Evaluation Committee will review proposals and determine those that are responsive. Of those that are responsive, the Committee will require vendors to provide sites that a District Evaluation Team can visit of similarly configured computing environments. The Evaluation Criteria include, but are not limited to, the following:

Responsiveness -

- Compliance with Required Forms and Certificates.

- Adherence to the RFP Response Forms and format.
- Acceptance of JSD's legal specifications (as specified in Section 3.0).
- Appropriate bonds or cashier's checks.

Responsibility -

- The ability to provide sufficient references that can demonstrate organizational and fiscal similarity to JSD with a functionally similar configuration to that proposed. [REFERENCES]
- The vendor must demonstrate financial stability and viability [FINANCIAL].
- Vendor's accessibility to JSD's [PROXIMITY].
- Vendor's experience (both as a company and the particular individuals involved) with the systems proposed [EXPERIENCE].
- Maturity and proven stability of the specific versions of the products proposed. [PRODUCT MATURITY]
- Vendor's commitment to the product lines and the market [COMMITMENT].
- Vendor's resources that demonstrate adequate financial and resource capacity to perform the tasks as proposed [CAPACITY].
- The synergy of relationship between the various vendors in a multi-vendor proposal. [SYNERGY]

Value (Price/Point) -

- Initial (first year) price and comprehensiveness of the REQUIRED subsystems.
- Five year total cost (without inflation adjustment) for the system operation for the REQUIRED subsystems.
- Total points scored against the REQUIRED subsystems Technical Specifications as proposed in the Feature/Function Checklists and as may be modified (with vendor notification) after validation by the District during the Evaluation process.
- Initial (first year) price for all DESIRED subsystems.
- Five year total operation cost (without inflation adjustment) for all DESIRED subsystems.
- Total points scored against the DESIRED subsystems Technical Specifications as proposed in the Feature/Function Checklists (RF4a) and as may be modified (with vendor notification) after validation by the District during the Evaluation process.
- Initial (first year) price of all OPTIONAL subsystems.
- The appropriateness, quality, and number of OPTIONAL subsystems which are available directly from the successful vendor in the REQUIRED subsystems area or that are compatible through a proposing third-party vendor, as rated by JSD's Evaluation Committee.

In the event a single proposal is received, the District may conduct a price or cost analysis of the proposal. A price analysis is the process of examining the proposal and evaluating the separate cost elements. Where it is not possible to obtain a valid price analysis, it may be necessary for the District to conduct a cost analysis of the proposal price.

The sequence of events through the Evaluation phase of this project will be as follows:

1. Responsive: Proposals will be reviewed by the Evaluation Committee to determine if they are Responsive in all categories. If the Committee determines that a Vendor's proposal is non-responsive, they will be notified and their Bid Bond/Cashier's Check returned before further review of the proposal.
2. Responsible: The Evaluation Committee will review the proposals per the criteria indicated above and score them based on specific identified elements for each of the FINANCIAL, CAPACITY, EXPERIENCE, PRODUCT MATURITY, PROXIMITY, REFERENCES, COMMITMENT, SYNERGY. Based on the relative weighted scores for all of these categories, the District will select the top scoring vendors to be put on the "short list" for further scrutiny. Vendors not making this Short-list will be notified and given an opportunity to clarify ambiguities in interpretation that may have caused them to be excluded, but cannot change information submitted in the RFP response.
3. Value: From the Short-listed vendors, a normalized Price-per-point analysis will be used to select the Finalist vendors.
4. Site Visits: The District will select sites to visit from among the references listed by the Vendor on Response Form RF2. An Evaluation Team will be selected to go to the sites to observe the systems and determine its appropriateness to meet District needs.
5. Scripted Demo: Following the site visits, vendors will be invited to do a comprehensive scripted demonstration at the Jordan School District Offices. This demonstration will be conducted according to a script provided (at least two weeks in advance) to the Vendor.
6. Best and Final: At any point in steps 3 through 5 above, the District may require a Best and Final submission to allow vendors to re-visit their proposals based on any changed requirements the District may determine as necessary because of information gathered in the Evaluation process.
7. Preferred Vendor(s): The Evaluation Committee will select a Preferred Vendor(s) with which to begin contract discussions. Contract discussion shall begin immediately until a satisfactory agreement between the District and the Vendor(s) is developed. In the event a satisfactory agreement cannot be reached, the District will open discussion with the next preferred vendor.

1.16 SCORING

Vendor proposals will be evaluated and scored by the Evaluation Committee using the criteria specified in 1.15 above and the values associated with SUBSYSTEMS and FEATURES in the RFP Response Forms. Determination of the Finalist vendors must be based on a defensible formula for objective factors. Therefore, the scoring of proposals will be based on the following formulas which are imbedded in the forms and tallies enclosed in the RFP Response Forms.

1.16.1 PRICE OF REQUIRED AND DESIRED SYSTEMS

Price of REQUIRED subsystems (P_R), or DESIRED subsystems (P_D) where "P" represents "Price" and the subscript "R" or "D" means "REQUIRED or DESIRED Subsystems", is computed as the sum of:

Proposed price for Hardware and Software (p) for "price"

Delivery/Configuration/Data conversion/Installation price (i) for "installation"

Training price (for requested Training Days) (t) for "training"

1st Year Maintenance/Support price (m_1) for "maintenance year one"

Annual Maintenance/Support price (m_2) for after expiration of warranties

Note that two maintenance figures are used because vendors include various warranty periods in their first year maintenance costs.

A mathematical formula to represent how the five year price of REQUIRED subsystems can be totaled is:

$$P_R = (p) + (i) + (t) + (m_1) + 4(m_2)$$

A mathematical formula to represent how the five year price of DESIRED subsystems can be totaled is:

$$P_D = (p) + (i) + (t) + (m_1) + 4(m_2)$$

Note that in the above formula the annual maintenance/support price is multiplied by four to total five-year price.

1.16.2 SCORING, REQUIRED AND DESIRED SUBSYSTEMS

The vendor responses will be scored according to their responses on the Feature/Function Checklists for each of the REQUIRED and DESIRED subsystems. Vendors who overstate their capabilities may be required to provide the claimed functionality at no additional charge to JSD or may be disqualified from consideration.

A. Feature/Function Checklist Scoring

The Feature/Function Checklist which will be distributed as part of the RFP Response Forms (RF4a) is a list of the features and functions that JSD wants to be included in the REQUIRED and DESIRED subsystems. The score of the Feature/Function Checklist is represented as a percentage of total possible points if the vendor has all the REQUIRED and DESIRED subsystem features and functions on the Checklist. The percentage score is represented by "S" for "Score", a subscript "R" for REQUIRED SYSTEMS or "D" for DESIRED SYSTEMS and a bracketed subscript "(F)" for "Features/Functions" or $S_{R(F)}$ or $S_{D(F)}$ respectively. Again, a perfect score for any one module is 100%. To tally the Feature/Function Checklist, points are assigned by the Evaluation Committee on the following basis:

Value Rating (v) for "value" where:

3 = Mandatory feature

2 = Important feature

1 = A convenience but not a necessity

Compliance (*c*) for "compliance" where:

3 = Vendor product meets or exceeds feature/function

2 = Vendor will develop feature/function as specified

1 = Vendor proposes a work-around/alternative

(Evaluation Committee will determine the appropriateness of all compliance scores of 1)

0 = Vendor cannot comply with feature/function

Bonus (*b*) points for added value if the vendor lists additional features which JSD, at its sole discretion, deems appropriate where:

$b = 1$ for each additional feature

On the Feature/Function Checklist JSD has identified the value rating for each feature/function so that vendors know what is considered mandatory, very important, important, etc. The vendor completes the compliance column only.

The Evaluation Committee will tally the Feature/Function score for REQUIRED and DESIRED subsystems by multiplying JSD's value rating (*v*) by the Vendor's compliance (*c*) to yield a score for each feature/function. These individual feature/functions scores are then totaled.

These calculations are represented in the second formula below, again using a sigma or "Σ" for sum. The numerator or top line of the formula represents a vendor's total feature/function points. The denominator or bottom line of the formula represents the total possible points if vendor received a compliance score of "3" for all feature/functions. Bonus points are added to both the numerator and denominator so that a Vendor may improve the score with additional relevant features but will not compensate for missing or inadequate specified features or functions. Thus, the formula will yield a score for feature/functions for REQUIRED or DESIRED subsystems that is a percentage represented as $S_{R(F)}$ or $S_{D(F)}$ for example:

$$S_{R(F)} = \frac{\Sigma(v*c) + \Sigma b}{\Sigma(v*3) + \Sigma b}$$

$$S_{D(F)} = \frac{\Sigma(v*c) + \Sigma b}{\Sigma(v*3) + \Sigma b}$$

1.16.3 PRICE OPTIONAL SUBSYSTEMS

Price of OPTIONAL subsystems or P_o is computed as the sum of:

Proposal Price for Hardware and Software (p)

Delivery/Configuration/Installation price (i)

Training price (for requested Training Days) (t)

1st Year Maintenance/Support price (m_1)

Annual Maintenance/Support price (m_2)

$$P_o = (p) + (i) + (t) + (m_1) + 4(m_2)$$

1.16.4 SCORING, OPTIONAL SUBSYSTEMS

In order to calculate the functionality and value of optional systems available, similar formulas are used. Since there is not a Feature/Function Checklist for the OPTIONAL subsystems, their "points" are determined by an Evaluation Committee rating. The quality and functionality of each proposed subsystem will be rated on a 100 point scale based on a review of the materials submitted by the vendor on each subsystem, site visitations, reference checking, and/or vendor demonstrations as may be requested during the evaluation. In some cases, a feature/function checklist may be required through a Secondary Disclosure for the Best and Final submittal. The average score will determine the point ratings for each proposed application. The scores for the OPTIONAL sections are computed as follows:

1. The sum of the Evaluation Committee ratings for each of the OPTIONAL subsystems proposed is divided by the total number of participating committee members:

$$S_o = \frac{\Sigma (\text{Individual ratings for OPTIONAL subsystem})}{\text{Total \# of committee members}}$$

1.16.5 "PRICE PER POINT"

Determination of the "Price per Point" rating of each vendor (group) will be as follows:

$$\text{Price per Point} = \frac{\Sigma(P_R + P_D + P_O)}{3 \Sigma S_{R(F)} + 2 \Sigma S_{D(F)} + \Sigma S_O}$$

In cases where applications are coming from different vendors or even from different proposals, JSD will consider the compatibility and connectivity of the products and the relationship between the vendors before adding or combining a third-party subsystem score into the overall formula.

1.17 COST OF PROPOSAL DEVELOPMENT

JSD disclaims any financial responsibility for, and Vendor shall be solely responsible for, any costs incurred by the Vendor in responding to this RFP, whether or not it is the successful Vendor, including the costs for bonding, legal costs for any reason, travel costs pursuant to section 1.15, reproduction, postage and mailing, and the like.

1.18 RFP INTERPRETATION AND ADDENDA

Any changes, clarifications, or other interpretations regarding this RFP will be sent by JSD to each Vendor who has participated in the Vendor Web-Conference or requesting a RFP Response Form Packet in writing in lieu of attendance at that conference. These Addenda will become part of the RFP and will be included by reference in the Final contracts between the Vendor(s) and JSD.

1.19 DELIVERY, ACCEPTANCE AND PAYMENT

As stated in Section 1.23, JSD reserves the right to purchase any combination of REQUIRED, DESIRED, or OPTIONAL elements based upon their evaluation of Vendor's proposals.

1.19.1 DELIVERY

Delivery of the Application Software shall be complete when all modules are copied onto the hardware environment proposed and is fully operational and a complete system backup of all software modules and data is made for the Customer with complete instructions for restoration. The documentation shall include, but is not limited to, instructions as to how to completely re-install the contents of the media onto the hardware proposed. All software shall be delivered on CD ROM or via Internet download by Vendor technicians onto the District hardware environment (configured as specified in the RFP Response) and backed up onto CD ROM for disaster recovery. Delivery will be supervised by appointed District technicians.

1.19.1 ACCEPTANCE

The successful Vendor(s) shall deliver, install, configure, convert any relevant JSD data, and train the designated JSD System Manager and one backup person to operate the basic components of the proposed systems prior to the beginning of the Acceptance Period. As part of the implementation plan, modules will be grouped into various Phases and sub-phases by mutual consent between the District and Vendor(s). Part of the Vendor's training plan must include preliminary training of District Power Users for the purpose of testing any new recommended processes and testing the functionality of the modules in the phase against the Vendor responses in the Feature/Function Checklist, RF4a. During the Acceptance Period for each Phase, which will be a minimum of thirty (30) days, JSD will test all delivered subsystems by executing any or all of the features contained in the Feature/Function Checklist. During this time, the Vendor should provide access (at no additional charge) to a qualified technician either on-site or via telephone and remote access to assist JSD in the testing of the applications. If any part of the awarded subsystems should fail (i.e. not perform according to the Vendor's Compliance score), JSD may designate that portion as a Project for delivery at a later date and covered by a Performance Bond or cashier's check as described in paragraph 1.7.2 above, request that the Acceptance Period be extended until the component(s) in question can be brought into compliance, or declare the system unacceptable and open discussions with the next ranking Vendor. In the event the Vendor is rejected during the Acceptance Testing, JSD will agree to pay only those delivery, installation, configuration, conversion, and training costs as specified in the Vendor's proposal. Costs for system removal, additional labor, insurance, etc. will not be paid by JSD.

1.19.2 RELIABILITY TESTING

Once the module groups or sub-phases have passed the Acceptance Test and Projects have been designated and agreed to, the implementation of the sub-phases into productive use will begin. This includes training of all primary users and Final conversion of all relevant data. Once the vendor has designated a module group as available for productive use (in writing), a 30 day Reliability Test will begin. During this period all of the features in RF4a with Group Code "P" will be tested to ensure that the system performs at acceptable levels. If any of the tests so designated cannot be executed within the 30 day window because data is not available or there are dependencies on other, un-implemented modules, the Reliability Test will be extended until such tests can be completed.

1.19.3 PAYMENT

The payment schedule must be based on the following principles:

- No payment will be made until value accrues to JSD.
- Any payments made prior to Acceptance are refundable.
- There is an equitable distribution of financial risk between the Vendor(s) and JSD until all systems and applications are in full productive use as proposed.

Given these parameters the following payment milestones are anticipated:

Event	Payment
Initial delivery and installation of software	25% of SW licenses (all awarded modules)
Delivery of converted data for Acceptance Test	40% data conversion cost (by Phase)
Commencement of Acceptance Test	25% of SW licenses (by Phase)
Successful Acceptant Test (by Phase)	30% of SW licenses (by Phase) 60% data conversion cost (by Phase) 80% custom programming
Reliability Test complete (by Phase)	10% of SW licenses (by Phase) 20% custom programming
All Phases complete Reliability Test	10% SW licenses
Training, consulting, travel expenses	As completed and invoiced

The purpose for this schedule of payments is to ensure that the system is properly configured once all systems are in full productive use. The remedies for failure of any or all Reliability Tests will be determined by mutual agreement in the Final agreement between the vendor(s) and JSD prior to award.

1.20 PRICES

Prices quoted herein shall be based on single unit purchase of each component. Prerequisite requirements must be clearly indicated. Any package discounts for purchasing combinations of

products must be specified on the Price Summary pages, not on the detail component Price Forms. The Cost Evaluations will be based on the unit prices, but JSD reserves the right to take the appropriate discounts where offered if the terms of the discount are met in the Final contracted agreement.

Any published price change after the submission date in this Notice will not be considered in the evaluation and determination of lowest cost responsible Vendors. However, once a Vendor has been selected as the successful Vendor, JSD reserves the right to apply the lower of the published prices with the proposed discounts applied or the proposal prices, whichever are lower.

1.21 CHANGE ORDERS

Once awarded, Board of Education may authorize changes in plans or specifications, or allow substitutions provided that such changes are in writing and approved by the District prior to incurring any charges and becoming a contract modification.

1.22 BEST AND FINAL

In determining the Preferred Vendor, consideration will be given to price, financial responsibility of the vendor, responsiveness to these provisions, qualifications, and suitability of the products and services offered. Following the initial submittal of the Proposals, JSD will determine which proposals represent the best and most complete system value to meet its needs. Those proposals selected by JSD under these criteria may be invited to submit a Best and Final proposal. Following analysis and review by the Evaluation Committee, JSD will determine which, in its judgment, provides the best overall value to meet the needs defined herein and begin contract discussions with the Preferred Vendor. Should a satisfactory agreement not be reached in a timely manner, JSD may open discussions with the next preferred vendor until a satisfactory final agreement with an appropriate award configuration and acceptable contract terms and conditions is reached.

1.23 AWARD

As explained above, any award is subject to successful contract negotiations between JSD and the selected vendor(s). Selection as the Preferred Vendor is not an award and the process will be concluded with the execution of the final agreement(s) with all of the vendor(s) concerned pursuant to Board of Education authorization.

The District reserves the right to award any part of any proposal up to and including the entire proposal as originally submitted or as modified through Best and Final or contract discussions. As instructed in Section 4, pricing should be submitted based on individual module awards and any packaged discounts entered as a separate line item in Section 4.x.0 as appropriate.

The final Agreement(s) shall be signed by the successful Vendor and returned, within ten (10) working days after the Agreement has been mailed or otherwise delivered to Vendor. No Agreement shall be considered as in effect until it has been fully executed by all of the parties thereto. Failure to execute the Agreement within ten (10) working days after the Agreement has been mailed or otherwise delivered to the successful Vendor shall be just cause for the cancellation of the award. Award may then be made to the next lowest responsive and responsible Vendor, or the work may be re-advertised as the District may decide.

1.24 INDEMNIFICATION

The VENDOR agrees to protect, defend, indemnify, save and hold the District harmless from and against all suits, claims, and demands based upon any infringement of the patent rights of any person or persons in consequence of the use by the District or by any of its employees or agents, of articles supplied under contract, arising from proposals submitted and which the VENDOR is not lawfully entitled to sell, or from any alleged damage to property or any alleged injury to persons (including death) which may occur or be alleged to have occurred by or on account of any negligent act or omission on the part of the said VENDOR, its Sub-Contractors, or any of their servants, employees or agents. The District will give the VENDOR prompt notice in writing of the institution of any suit or proceeding and permit the VENDOR through his counsel to defend the District and will give all needed information, assistance and authority to enable the VENDOR to do so.

1.25 NOTICE OF SUIT OR ACTION FILED

The VENDOR shall give the District immediate notice of any suit or action filed or prompt notice of any claim made against the District arising out of the performance of this contract. The VENDOR shall furnish immediately to the District copies of all pertinent papers received by the VENDOR. If the amount of the liability claimed exceeds the amount of insurance coverage, the VENDOR shall authorize representatives of the District or the Federal Government to collaborate with counsel for the insurance carrier, if any, in settling or defending such claim.

1.26 TIME IS OF THE ESSENCE

The Project shall be completed within the time period specified in the Technical Provisions/Specifications. In case the goods under the terms of these provisions and related purchase Contract shall be necessarily delayed because of strike, injunctions, government controls, or by reasons of any cause or circumstances beyond the control of the VENDOR, the time of completion shall be extended by a number of days to be determined in each instance by mutual agreement between VENDOR and the District.

1.27 PROHIBITED INTEREST

No Council member, officer, or employee of the Jordan School District or of a local Public Body during his/her tenure or for one year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof. If any such interest comes to the knowledge of any party at any time, a full and complete disclosure of all such information will be made in writing to the other parties, even if such interest would not be considered a conflict of interest under Article 4 of Chapter 1 of Division 4 of Title 1 (Sections 1090-1097) of the Government code of the State of Utah.

1.28 FINAL CONTRACT

The following documents are considered part of the final agreement, in order of precedence:

- A. The final purchase agreements between JSD and the Vendor(s);
- B. All schedules, custom programming project descriptions, implementation plans, supplemental product descriptions, price lists, discount structures, etc. developed during the proposal evaluation phase for inclusion in the Final agreement;
- C. The awarded Vendor's proposal in total, including all attachments;
- D. This RFP as originally released, with Appendixes, and any addenda released prior to proposal opening;

- E. RFP Response Form Packet as released at and after the Vendor Conference and any addenda released prior to proposal opening.

The District may terminate any resulting Agreement(s) for convenience at any time by giving the VENDOR written notice thereof. Upon termination, the District shall pay the VENDOR his allowable cost incurred to date of termination, and those costs deemed reasonably necessary by the District to effect such termination, determined in accordance with Part 1-8.705-1 of the Federal Procurement Regulations (41CFR 1-8) or other applicable portion(s) of said Regulations. In addition, the District shall pay the VENDOR a percentage of project, which relates to Contract work accomplished to date of termination. The effective date of termination shall be the date of Notice of Termination.

1.29 TIMELINE

The anticipated timeline, subject to change, for the complete process is as follows:

<i>Event</i>	<i>Tentative Date</i>
RFP Release - Response Window Opens	July 12, 2004
Vendor Conference	July 26, 2004 11:00AM - 1:00PM MDT
Proposals Due - Response Window Closes	August 25, 2004
Finalists selected	October, 2004
Site Visits/Reference Checks	October - November, 2004
On-site scripted demos	November - December, 2004
Best and Final/Secondary Disclosure requests (if necessary)	January 2005
Preferred vendor selected, contract negotiations	February 2005
Final contracts/award	March 2005
Project kickoff & planning	April - June 2005
Phase 1 – Student System	12 months
Phase 2 – Finance System	12 months
Phase 3 – HR/Payroll System	15 months

COMPREHENSIVE K12 ADMINISTRATIVE COMPUTER SYSTEM RFP #01RF5P

JORDAN SCHOOL DISTRICT

2.0 DISTRICT PROFILE

Jordan School District is the largest of Utah's forty school districts with an enrollment approaching 75,000 students. The district is the forty-second largest school district in the nation and ranks as the eighth largest employer in the state of Utah with over 7,400 employees. The district covers approximately 250 square miles in the southern half of Salt Lake County. The district's borders encompass eight municipalities and unincorporated areas of Salt Lake County. An additional 15,000 students are expected by 2010 bringing the student total to approximately 90,000 and the district will build 22 new schools this decade to accommodate the growth. Jordan School District consists of 86 schools: 56 elementary schools (30 of which are year-round), 15 middle schools, 10 high schools, 2 technical centers and 3 special schools. The students in Jordan School District are 91.8% White, 5.2% Hispanic/Latino, 2.0% Asian/Pacific, 0.4% Native American/American Indian and 0.6% Black. The projected assessed valuation of Jordan School District is \$17.6 billion with an estimated total budget of \$518.7 million. Additional information can be found at the district's website www.jordandistrict.org.

The following tables include statistics about the district with regards to number of schools, students, district facilities, existing user accounts on the Delta System and Powerschool and the staffing level of the Information Systems Department.

Table 1 Number of Schools and Students by Level

School Level	Number of Schools	Number of Students
Elementary Schools	56	39,837
Middle Schools	15	17,201
High Schools	10	17,234
Technical Centers	2	magnet
Special Schools	3	388
TOTAL	86	74,660

Table 2 Number of District Office Facilities

District Office Locations	Number of Locations
Administrative District Office (DO)	1
Auxiliary Services Building (ASB) Major Departments: Custodial, Energy, Fixed Assets, Food Services, Maintenance, New Construction, Computer Repair, Curriculum/Ed Tech, Purchasing	1
Central Warehouse (CW)	1
East Transportation (ETR)	1
West Transportation (WTR)	1
TOTAL	5

Table 3 Number of Employees and Number of Administrative Delta System Accounts

Department/School	# of Employees	# of Delta System User Accounts
Accountability & Program Services	7	7
Accounting	11	12
Adult High School	20	16
Alternative Language Services	15	15
Applied Technology	9	3
Area Administration	23	23
At Risk Student Services	31	13
Auxiliary Services	11	8
Central Warehouse	31	10
Communications	5	2
Compliance & Special Programs	7	3
Curriculum	25	25
Custodial	20	4
Educational Support Services	17	17
Energy	4	2
Fixed Assets	4	4
Food Services	10	8
Guidance	3	2
Human Resources	25	25
Information Systems	45	45
Instructional Support	36	17
Insurance	5	6
Maintenance	103	7
New Construction	7	6
Payroll	10	12
Purchasing	11	13
Special Education	16	20
Student Services	4	5
Transportation	265	27
56 Elementary Schools Office/Administration Only	325	322
Elementary Teachers	1700	-
15 Middle Schools Office/Administration Only	300	296
Middle School Teachers	850	-
10 High Schools Office/Administration Only	425	420
High School Teachers	850	-
2 Technical Centers Office/Administration Only	44	18
Technical Center Teachers	32	-
3 Special Schools Office/Administration Only	36	30
Special School Teachers	100	-
Miscellaneous	-	15
TOTAL	5,442	1,458

Table 4 Number of District Powerschool Accounts

School	# of District Employee Accounts for Powerschool
17 Elementary Schools Office/Administration Only (Startup/early implementation)	68
Elementary Teachers	336
15 Middle Schools Office/Administration Only	296
Middle School Teachers	850
10 High Schools Office/Administration Only	420
High School Teachers	850
2 Technical Centers Office/Administration Only	18
Technical Center Teachers	32
TOTAL	2,870

Table 5 Information Systems Department Staffing Levels

Information Systems Department	# of Team Members
Director	1
Department Administrative Assistant	1
User Support & Operations Manager	1
User Support & Help Desk Supervisor	1
User Support & Help Desk Staff	8
Operations Supervisor	1
Operations Staff	1
Systems & Programming Manager	1
Systems & Programming Staff	4
Technology & Data Communications Specialist	1
Computer Repair/Network Support Technicians	8
Educational Technology Specialist	1
Educational Technology Support Technicians	11
Educational Technology Curriculum Specialists	5
TOTAL	45

The figures and references used for existing computer system users, existing software and hardware do not include students using computers or computer labs related to the educational technology programs of the district.

2.1 EXISTING HARDWARE

The current administrative computer system is owned by Unisys and was originally developed by Delta Management Systems. The Delta Management software was acquired to provide a comprehensive student information system as well as a financial and human resource system. Installation of the system began in November 1993, and continued through a phased implementation until January 1997, when the human resource system was launched. The Delta Management System consists of the following applications which will need to be replaced:

Student System	Business System	Human Resource System
Enrollment & demographics	General ledger	Human resource
Individual & mass scheduling	Budget management	Payroll
Attendance	Accounts payable	Insurance

Student System	Business System	Human Resource System
Grade reporting	Purchase ordering	
Student fee accounting	Warehouse management	
	Fixed Assets	

Additional applications to be replaced that have been developed by Jordan School District using the core infrastructure of the Delta Management System include:

Student System	Business System	Human Resource System
Student Locker Management	Field Trip Tracking	Professional Development
Student Parking/Tickets	Bids/Vendor	Days Tracking
Testing Results	Problem Log Tracking	Service History Records
Alternative Language Services		
Special Education		
Graduation Requirements		

The Delta Management system and programming development software:

Operating System: SCO UnixWare 7
 Source Code: C programming language
 Database & Utilities: Relational DB Proprietary (Unicorn)
 Screen Generator: Proprietary (Pegasus)
 Reporting Tool: 4GL Interpretive Proprietary (Leprechaun)
 User Interface: Character based
 Client Access: Terminal emulation (Telnet)
 Forms Tool: PlanetPress by Objectif Lune

This environment has proven to be highly customizable to meet the various and unique needs of the district in all applications of the system. While the district owns the source code, district customizations have been made outside of the original source code so as to allow ongoing software upgrades and ongoing technical support from Unisys.

In addition to the Delta Management System acting as the district enterprise system, other major systems include:

PowerSchool: Teacher grade book, attendance and parent access for Secondary Schools
 PowerGrade: Teacher grade book for Elementary Schools (early implementation)
 Edulog: Transportation and boundary planning GIS system
 Legato/OTG: Document management system using Oracle 9i
 SEMS: Substitute management system
 Goalview: Special Ed system (asp)